

AG Contract No. KR01 0055TRN
ADOT ECS File No. JPA 01-12- **Amendment 1**
TRACS No.: H5865 01C
Section: SR-69 @ Walker Rd , MP 292.6 – 293.3
5 year Item No : 73303

**INTERGOVERNMENTAL AGREEMENT
BETWEEN**

THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT

THIS AMENDMENT, is entered into 24th March, 2003, **Amendment Number 1** to JPA 01-12, AG Contract No : KR01-0055TRN, filed with the Secretary of State under No. 24553, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PRESCOTT, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Sections 28-401, 9-240 and 11-952 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

THIS AGREEMENT is amended to include an emergency vehicle preemption equipment to the **Recital I. Paragraph (3) and page 2 the Scope II** under the City 2d. As follows:

3 The State and the City desire to participate in widening SR-69 from approximately MP 292.6 to MP 293.3, to include the extension of the 3rd southbound lane past Costco and providing improved ingress and egress, at an estimated cost of \$700,000.00, hereinafter referred to as the Project. **In addition the City desires to install and will maintain an emergency vehicle preemption equipment at the traffic signal Walker Road and SR 69.**

ALL OTHER terms and conditions of the original Agreement remains in full force and effect

NO. 24553
Filed with the Secretary of State
Date Filed: 03/24/03

Janice K. Brewer
Secretary of State

By: Timothy D. Greenwald

#01

II. SCOPE

1. The State will:

a. At no cost to the City, provide to State standards design plans, specifications and such other documents and services required for the SR-69 improvement project suitable for construction bidding and construction. Incorporate or resolve City review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor. Confer with the City on Project bids and any Project related construction contract modifications and be responsible for its proportionate share of same. Be responsible for fifty percent of the cost of the construction of the Project, in an amount currently estimated at \$350,000.00, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. After bid opening, but prior to the award of a Project construction contract, invoice the City for its fifty percent share of the cost of the Project, in an amount currently estimated at \$350,000.00.

d. Upon completion, approve and accept the Project as complete, and provide maintenance inside the State right-of-way, all at State expense.

2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for fifty percent of the cost of construction and construction engineering of the Project. Within 30 days after receipt and approval of an invoice, pay the State the City's fifty percent share of the cost of the Project, in an amount currently estimated at \$350,000.00. Retain the right to cancel the Project construction after bid opening in the event of excessive cost.

c. Upon completion and acceptance of the project by the State, provide maintenance to the project outside the State right-of-way, and provide maintenance to the sidewalks, whether within or outside of the State right-of-way.

d. The City will be responsible for all costs associated with the installation of an emergency vehicle preemption equipment, currently estimated at \$6,000.00 and will provide all required maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements, provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

5 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Prescott
City Manager
P O. Box 2059
Prescott, AZ 86302

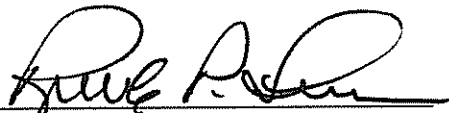
6 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

CITY OF PRESCOTT

STATE OF ARIZONA

Department of Transportation

By 
ROWLE P. SIMMONS
Mayor

By 
BILL HIGGINS
Deputy State Engineer

ATTEST

By 
MARIE WATSON
City Clerk

RESOLUTION NO. 3510

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING RESOLUTION NUMBER 3342 BY AMENDING THE INTERGOVERNMENTAL AGREEMENT APPROVED THEREIN WITH ADOT FOR IMPROVEMENTS TO CERTAIN PORTIONS OF STATE ROUTE 69.

WHEREAS, the City Council, on the 27th day of March, 2001, passed Resolution No. 3342, which approved an Intergovernmental Agreement between the City of Prescott and ADOT for certain road improvements; and

WHEREAS, the parties do now wish to amend that IGA to allow for an additional scope of work to include emergency preemption equipment for the traffic signal at Walker Road and State Route 69.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the Intergovernmental Agreement between the City of Prescott and ADOT, as adopted pursuant to Resolution Number 3342, is hereby amended as set forth in Exhibit "A", attached hereto and made a part hereof.

SECTION 3. THAT, the Mayor and Staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 25th day of FEBRUARY, 2003.



ROWLE P. SIMMONS, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON
City Clerk



JOHN R. MOFFITT
City Attorney

APPROVAL OF THE CITY OF PRESCOTT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PRESCOTT, declare this agreement to in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 26th day of FEBRUARY, 2003

A handwritten signature in black ink, appearing to be "J. M. M.", is written over a horizontal line.

Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-0055TRN (JPA 01-12-Amendment 1), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 18, 2003.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.